

1 MATTHEW D. POWERS (SBN 104795)  
matthew.powers@weil.com  
2 DOUGLAS E. LUMISH (SBN 183863)  
doug.lumish@weil.com  
3 JOSEPH H. LEE (SBN 248046)  
joseph.lee@weil.com  
4 WEIL, GOTSHAL & MANGES LLP  
Silicon Valley Office  
5 201 Redwood Shores Parkway  
Redwood Shores, CA 94065  
6 Telephone: (650) 802-3000  
Facsimile: (650) 802-3100  
7

8 PATRICIA YOUNG (*pro hac vice*)  
patricia.young@weil.com  
9 WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
10 New York, New York 10153  
Telephone: (212) 310-8000  
11 Facsimile: (212) 310-8007

12 Attorneys for Defendant  
MUSICMATCH, INC.  
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14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 OAKLAND DIVISION  
17

18 HO KEUNG TSE,

19 Plaintiff,

20 v.

21 APPLE COMPUTER, INC., et al.,

22 Defendants.  
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Case No. C 06-06573 SBA

**[PROPOSED] ORDER GRANTING IN  
PART MUSICMATCH'S MOTION  
FOR PROTECTIVE ORDER**

Hearing Date: April 22, 2008  
Time: 9:00 a.m.  
Judge: The Honorable  
Elizabeth D. Laporte

1 Having considered the papers and arguments submitted by the parties regarding  
2 MusicMatch Inc.'s Motion for Protective Order ("Motion"), THE COURT HEREBY GRANTS  
3 IN PART MUSICMATCH'S MOTION AND ORDERS AS FOLLOWS:

4 1. By May 1, 2008, MusicMatch shall permit Plaintiff's counsel and/or  
5 experts to inspect the MusicMatch servers that were the subject of the Motion and to videotape  
6 the inspection. MusicMatch's counsel may be present for the inspection.

7 2. MusicMatch shall make a back-up copy of all the software and data on the  
8 MusicMatch servers, and shall maintain that copy during the pendency of this action.

9 3. MusicMatch shall preserve three of the MusicMatch servers during the  
10 pendency of this action ("Preserved Servers"). These three Preserved Servers may be preserved  
11 at MusicMatch's, Yahoo!'s, or MusicMatch's counsel's facilities.

12 4. After May 1, 2008, and after making the back-up copy described above,  
13 MusicMatch is permitted to permanently discard or otherwise dispose of all of the MusicMatch  
14 servers other than the three Preserved Servers, including the permanent erasure or destruction of  
15 the disk drives and memory that reside on the MusicMatch servers other than the three Preserved  
16 Servers.

17 5. Notwithstanding the stay of this action, Plaintiff shall be entitled to a one-  
18 half day deposition of a MusicMatch employee concerning the following topics: (a) the process  
19 a MusicMatch customer or prospective MusicMatch customer would undergo when creating a  
20 MusicMatch account or when performing a transaction such as purchasing music files or  
21 subscriptions from the MusicMatch Jukebox, Store, or On Demand services ("MusicMatch  
22 Services") including the information the customer or prospective customer would enter in this  
23 process; (b) the way in which the MusicMatch servers would process this information entered by  
24 the customer or prospective customer, including the way the servers would use this information to  
25 create accounts and to permit or prevent transactions such as purchasing music files or  
26 subscriptions from the MusicMatch Services; (c) the process a MusicMatch customer would  
27 undergo and the way the MusicMatch software would function when a MusicMatch customer  
28 played or accessed or attempted to play or access a previously purchased file/song; and (d) the

1 process a MusicMatch customer would undergo and the way the MusicMatch software would  
2 function when a MusicMatch customer played or accessed or attempted to play or access a  
3 file/song that had been purchased on a different account.

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5 Date: April 29, 2008  
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